



**PALMETTO AXE
THROWING, LLC**

RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK

Warning: By signing this waiver, you are waiving certain legal rights. Please read the below carefully.

First Name	Last Name	Phone Number
Emergency Contact Name	Emergency Contact Relationship	Emergency Contact Phone Number

I, the undersigned, desire to participate in the attractions at Palmetto Axe Throwing, including recreational axe-throwing (the "activity.")

In consideration for being allowed to participate in the Activity on the date as set out below, which consideration is hereby expressly accepted and acknowledged, **I RELEASE AND FULLY DISCHARGE PALMETTO AXE THROWING, LLC**, it's subsidiaries, affiliates, members, owners, officers, shareholders, employees, volunteers, agents, representatives, and assigns (hereinafter "Palmetto Axe") from any and all claims I may now and/or in the future have against Palmetto Axe, and from any and all liability, for any personal injury, death and/or property damage, and/or loss sustained by me as a result of my participation or observance of the Activity, which is caused by any NEGLIGENT ACT OR OMISSION OF PALMETTO AXE. This release expressly includes:

- the design, location, construction, inspection, and maintenance of the fencing, the cages or throwing lanes, the floors, including any rails, boxes, fencing, barriers, wall designs, targets, including the selection of construction materials or the failure to construct fences or other barriers;
- the posting or failure to post warnings, signs, or any of the classifications and labeling of the axes or fencing or cages or throwing lanes;
- the design, construction, or maintenance of the axes, including the blades or handles, or the attachment of the blade head to the handle.

I ACKNOWLEDGE AND ACCEPT THIS ACTIVITY IS DANGEROUS. There are inherent known and unanticipated risks and dangers and/or hazards of participating in the Activity. I understand that I could suffer property damage, as well as minor injuries or serious injuries, including bruises, scrapes, cuts, broken bones, psychological injury, paralysis, or even death, and/or loss resulting from any of these. I understand, accept, and assume all risks of my participation. I have adequate medical insurance to cover any injuries to myself and/or agree to bear the costs of

such treatment of any injury. I do not have any medical condition which could interfere with my safe participation in this Activity. I acknowledge that the risks of axe throwing can be greatly reduced by using common sense.

I UNDERSTAND that by executing this agreement, I am representing that I am at least eighteen (18) years old and that I have read and understand the agreement.

I AGREE that this Release of Liability, Waiver and Assumption of Risk will be governed by the laws of the state of South Carolina and that any dispute arising from this Release of Liability, Waiver and Assumption of Risk will be adjudicated by the state of South Carolina, and I agree to reimburse Palmetto Axe for any reasonable fees incurred in the defense of any action based upon my participation in the Activity. If I commence any action, or if any heir, agent, assign, or representative on my behalf does so, and Palmetto Axe is added to the action in any manner whatsoever, whether justified or not, the I will be jointly and severally liable to Palmetto Axe for the legal costs incurred in any such action, and agree to completely indemnify Palmetto Axe.

PHOTOGRAPHS, VIDEOS, AND RECORDINGS. I hereby grant Palmetto Axe the right to take any pictures or video during my participation or observance of any other's participation in the Activity and that Palmetto Axe may use any pictures, videos, or recordings for promotion in print or digital media. Palmetto Axe will own such images and I further grant Palmetto Axe permission to copyright, publish, distribute, use, modify, print, and reprint such images in any manner whatsoever related to Palmetto Axe, including without limitation publications, advertisements, brochures, web site images, or other electronic displays and transmissions. I forever release and hold Palmetto Axe harmless from any and all liability arising out of the use of the images in any manner or media whatsoever and waive any and all claims or causes of action related to the use of the images.

In accordance with South Carolina law, nothing in this Release should be construed as releasing, discharging, or waiving any claims I may have for reckless or intentional acts on the part of Palmetto Axe.

I HAVE READ AND FULLY UNDERSTAND THIS FORM AND AGREE TO BE BOUND BY IT DURING THIS AND ALL SUBSEQUENT VISITS TO PALMETTO AXE. I am aware that by signing this release of liability, I am waiving certain legal rights, including the right to sue Palmetto Axe Throwing, LLC, it's owners, officers, shareholders, agents, or employees of negligent acts or omissions.

CAUTION: READ BEFORE SIGNING! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!!

Date: _____ SIGNATURE: _____
PRINT NAME: _____

UNDER 18 YEARS OF AGE – CONSENT

Name of child throwing: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability, Waiver, and Assumption of Risk.

Name of Parent/Guardian: _____ Date: _____

Signature of Parent/Guardian: _____